

ITEL

RECORDATION NO. 11899-B Filed 1425

JUN 14 1982 -2 25 PM

Rail Division INTERSTATE COMMERCE COMMISSIONTwo Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234RECEIVED
JUN 14 2 28 PM '82
T.C.C.
FEE OPERATION BR.

June 1, 1982

2-165A015

No.

JUN 14 1982

Date.....

Fee \$..10.00

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of April 11, 1980 (the "Lease") between Itel Corporation, Rail Division ("Itel") and Maine Central Railroad Company ("Lessee"), which was filed on June 11, 1980 at 11:25 A.M. and given recordation No. 11899, four counterparts of the following document:

Amendment No. 2 (the "Amendment") dated as of
March 22, 1982 to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment
are:

1. Maine Central Railroad Company
242 St. John Street
Portland, Maine 04102
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, CA 94111

The equipment covered by the Amendment is fifty (50) flatcars (A.A.R. mechanical designation FC) bearing the reporting marks MEC 105001-105050.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary
May 7, 1982
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Doug Drummond
IteI Corporation

Linda Lawrence
IteI Corporation

Interstate Commerce Commission
Washington, D.C. 20423

6/14/82

OFFICE OF THE SECRETARY

**Patricia Salas Pineda
Itel Rail Division
Two Embarcadero Center
San Francisco, California 94111**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/14/82 at 2:25pm, and assigned recordation number(s). 11899-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

L-0169
3/23/82

RECORDATION NO. 11899-B Filed 1426

JUN 14 1982 -2 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 11, 1980, between ITEL CORPORATION, RAIL DIVISION ("Itel Rail") and MAINE CENTRAL RAILROAD COMPANY ("Lessee") is made this 22nd day of March, 1982 by and between Itel Rail and Lessee.

W I T N E S S E T H:

WHEREAS, Itel Rail and Lessee are parties to the Agreement pursuant to which fifty (50) flatcars bearing the reporting marks MEC 105001-105050 (hereinafter referred to as the "Cars") have been leased by Itel Rail to Lessee.

WHEREAS, the Initial Term of the Agreement, with respect to the Cars, expired June 9, 1981.

WHEREAS, Itel Rail and Lessee extended the Lease Term of the Agreement pursuant to which the first Extended Lease Term of the Agreement, with respect to the Cars, commenced on June 10, 1981 and shall expire on May 10, 1982.

WHEREAS, Itel Rail and Lessee desire to amend the Agreement, with respect to the Cars, to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual premises and agreements made herein, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Pursuant to Section 2.B. of the Agreement, Itel Rail and Lessee hereby agree that the Agreement, with respect to the Cars, shall be extended for an Extended Lease Term of eleven (11) months, commencing as of May 11, 1982.
3. Section 3.B. of the Agreement is hereby amended with the addition of the following:

"During the term of this Agreement, Itel Rail may, at its expense, replace any or all of the Cars with similar flatcars upon prior written notice from Itel Rail to Lessee."

4. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee and Assignee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: Edward M. O'Donoghue

Title: President

Date: 4-26-82

MAINE CENTRAL RAILROAD
COMPANY

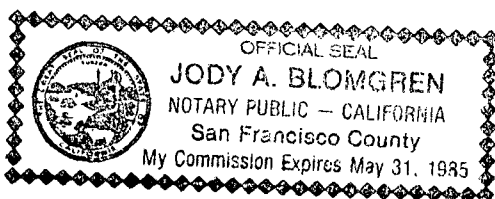
By: A. J. Travis

Title: Executive Vice President

Date: April 16, 1982

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 26th day of April, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF MAINE)
)
COUNTY OF CUMBERLAND) ss:

On this 16th day of April, 1982, before me personally appeared A. J. Travis, to me personally known, who being by me duly sworn says that such person is Executive Vice President of Maine Central Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alice H. Foley
Notary Public
MY COMMISSION EXPIRES
AUGUST 21, 1988